

AMENDMENT 1
TO
MEMORANDUM OF AGREEMENT NAT-I-728

04 - 605

BETWEEN THE

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA

AND THE

DIRECTORATE GENERAL OF CIVIL AVIATION
DOMINICAN REPUBLIC

I. GENERAL

Pursuant to the provisions of Article IV of Memorandum of Agreement NAT-I-728 (the Agreement), the Agreement is hereby amended as follows.

A. The address in Article I.G.6 shall be replaced with the following:

Federal Aviation Administration
Flight Inspection Central Operations Office, AVN-250
P.O. Box 25082
Oklahoma City, OK 73125

B. Article II - Estimated Costs and Method of Payment of the Agreement shall be replaced with the following new Article II:

ARTICLE II—FINANCIAL PROVISIONS

A. The DGCA shall reimburse the FAA for all costs incurred by the FAA in providing the flight inspection services under this Agreement and an administrative overhead charge. Charges for flight inspection services shall be billed to the DGCA upon completion or termination of an individual flight inspection mission. In the event of a termination by either party under Article VI of this Agreement, the DGCA shall pay all costs incurred by the FAA prior to the date of such termination.

B. All financial arrangements under this Agreement shall be subject to the following:

1. Payment of bills shall be due within sixty (60) days from date of

billing. Payments shall be made in U.S. dollars and may be made either by check or electronic funds transfer. Electronic funds transfers shall be credited to the FAA's account as follows: Federal Reserve Bank of New York, 021030004 Account Treas NYC (69001104) FAA. All payments shall include a reference to the assigned agreement number and billing number. Checks shall be drawn on a U.S. bank and forwarded to the FAA at the following address:

Federal Aviation Administration
Mike Monroney Aeronautical Center
Cashier and Scheduling Branch, AMZ-320
P.O. Box 25770
Oklahoma City, Oklahoma 73125-4915

2. In the event that payment is not made within sixty (60) days from the date of billing, U.S. Treasury Department regulations prescribe and require the FAA to assess late payment charges—i.e., interest, penalties, and administrative handling charges—in subsequent billings. These late charges shall be assessed for each additional thirty (30) day period, or portion thereof, that payment is not received. The DGCA shall pay any such late charges.

C. Charges for FAA aircraft and crew shall be at the current hourly rate. The FAA shall provide written notification to the DGCA of hourly rate charges and any changes to those hourly rates. Unless otherwise specified, such changes shall become effective thirty (30) days from the date of the FAA written notification.

D. The flight hours needed to conduct a flight inspection shall include the time enroute to the facilities to be inspected. Aircraft time enroute to two or more countries within a geographical area shall be equitably distributed to those countries by the FAA at its sole discretion.

E. In the event the DGCA does not provide the waiver called for in Article I.E of this Agreement, any airport or other user charges incurred by the FAA shall be billed to the DGCA as part of the total charges for the flight inspection. The DGCA shall reimburse the FAA for all such charges.

F. If electronics engineering assistance is required, the DGCA shall reimburse the

FAA for all related costs.

G. If FAA-furnished site evaluation ground equipment is required, the DGCA shall reimburse the FAA for all related transportation costs to, from, and between navigation facilities in the Dominican Republic, including any storage charges. Shipping instructions for the equipment shall be determined on a case-by-case basis. The DGCA shall reimburse the FAA for any loss or damage to such equipment during shipment or storage in the Dominican Republic.

H. FAA bills shall contain a reference to the Agreement Number NAT-I-728 and billing number NI8050DR8 (which are the numbers assigned by the FAA to identify this Agreement and which shall be referred to in all related correspondence), and shall be supported with a summary of charges. All FAA bills shall be forwarded through the U.S. Embassy in the Dominican Republic to:

Dirección General de Aeronáutica Civil
Avenida Mexico Exq Dr. Delgado
Edificio Oficinas Gubernamentales
Bloque A, 2DA Planta
Santo Domingo, Republica Dominicana

C. Article III – Liability of the Agreement shall be replaced with the following new Article III:

ARTICLE III—LIABILITY

The DGAC, on behalf of the Government of the Dominican Republic, agrees to defend any suit brought against the Government of the United States, the FAA, or any instrumentality or officer of the United States arising out of work performed under this Agreement. The DGAC, on behalf of the Government of the Dominican Republic, further agrees to hold the United States, the FAA, or any instrumentality or officer of the United States harmless against any claim by the Government of the Dominican Republic, or by any agency thereof, or by third persons for personal injury, death, or property damage arising out of work performed under this Agreement.

II. EFFECTIVE DATE

This Amendment shall enter into force on the date of the last signature and shall remain in force until terminated.

III. APPROVALS

All other provisions of the Agreement remain in effect. The FAA and the DGAC agree to the amendment as indicated by the signature of their duly authorized officers.

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA

DIRECTORATE GENERAL OF
CIVIL AVIATION
DOMINICAN REPUBLIC

BY: Joan W. Baerlein
Joan W. Baerlein

TITLE: Director of International Aviation

DATE: 19 May 1998

BY: Lic. Vitellio Mejía Ortiz

TITLE: Director General de Aeronáutica Civil.

DATE: 13 Julio 1998



MEMORANDUM OF AGREEMENT

BETWEEN THE

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA

AND THE

DIRECTORATE GENERAL OF CIVIL AVIATION
DOMINICAN REPUBLIC

WHEREAS, the Federal Aviation Administration, United States of America, hereinafter referred to as the FAA, is in a position to furnish directly services which the Directorate General of Civil Aviation of the Dominican Republic, hereinafter referred to as the DGCA, has requested from the FAA on a reimbursable basis; and

WHEREAS, Section 305 of the Federal Aviation Act of 1958 (49 U.S.C. 1346) and Section 5 of the International Aviation Facilities Act (49 U.S.C. 1154) authorizes the FAA to provide services to foreign governments;

NOW, THEREFORE, the FAA and the DGCA mutually agree as follows:

ARTICLE I - DESCRIPTION OF SERVICES

The FAA shall provide Site Test, Commissioning and/or Periodic Flight Checks of the DGCA Air Navigation Aids at such locations and times as requested by the DGCA in writing and as mutually agreed upon, under the following conditions:

A. Ground equipment shall be in condition suitable for flight inspection on the scheduled dates. A minimum of ten days advance notice to FAA is required for change in the date of a scheduled flight.

B. The flight inspection procedures used shall conform to the U.S. Standard Flight Inspection Manual and/or in accordance with ICAO Annex 10 for evaluation of Air Navigation Aid Facilities.

C. Within 30 days following the completion of the flight inspections, FAA will provide a written report to the DGCA specifying the results of the flight inspection together with appropriate recordings. In addition, the results of the flight inspection will be orally reported immediately after completion of the flight inspection.

D. An officer or engineer designated by the DGCA may accompany the aircraft during any or all phases of the flight inspection mission. No additional charge will be made for his carriage. Since no insurance can be provided, he must sign a waiver of liability of the U.S. Government prior to any participation in any flights.

E. The FAA will be provided in advance with a carnet, laissez-passer, or invitation from the DGCA, which will serve the following purposes:

1. Constitute a waiver of all airport or other user charges. In the event a waiver of such charges is not possible, the costs incurred will be added to total charges for flight inspection performance.

2. Obviate the posting of bonds, technical equipment declarations, inventories and customs, and other entrance formalities.

F. The FAA may, upon written request, furnish site evaluation ground electronic equipment and/or an electronic engineer to assist in preliminary and final conduct of ground activities directly related to establishment or evaluation of air navigation aids.

G. The DGCA will provide the following:

1. All clearances for aircraft and crew as may be required for performance of flight inspection services under this Agreement.

2. A responsible electronic engineer present at the facility during all flight checking operations. An interpreter will be provided if necessary.

3. Detailed charts of the areas to be covered during flight check. Charts to a scale of 1:50,000 should be provided for the immediate area, and to a scale of 1:250,000 and 1:500,000 to a radius of approximately 50 nautical miles.

4. Provisions of a permanent marker aligned with Magnetic North within approximately 50 meters from the facility antenna where applicable. This marker will be used by the theodolite operator during flight check.

5. Exact coordinates of all facilities to be checked, including associated facilities such as compass locators, markers, etc.

6. Address all requests for services under this Agreement to:

Federal Aviation Administration
Flight Standards National Field Office
Flight Inspection Branch, AFS-570
P. O. Box 25082
6500 S. MacArthur Blvd.
Oklahoma City, Oklahoma 73125

ARTICLE II - ESTIMATED COSTS AND METHOD OF PAYMENT

A. The DGCA will reimburse the FAA for flight inspection services provided under this Agreement at the current hourly rate per aircraft operating hour for FAA aircraft and crew. The FAA will provide written notification to the DGCA of hourly rate changes. Unless otherwise specified, such changes will become effective thirty (30) days from the date of the FAA notification. The FAA will determine type of aircraft to be used based on availability. The inspection flight hours shall be increased by the enroute time. Aircraft enroute time within the area will be equitably distributed to users of the services.

B. If electronic engineering assistance is required, charges will be in addition to the flight inspection charges as stipulated by Article II, A.

C. If FAA furnished site evaluation ground equipment is required, the DGCA will pay all transportation costs to, from, and between affected sites plus any storage charges found necessary between individual site evaluations. Specific shipping instructions will be determined for each request for services.

D. The Directorate General of Civil Aviation of the Dominican Republic, hereby identifies the office to which FAA bills should be rendered as:

Secretaria Administrativa De Le Presidencia
Direccion General De Aeronautica Civil
Isabel La Catolica # 73
Santo Domingo, Republica Dominicana

E. Charges for flight inspection services will be billed to the DGCA upon completion or termination of the individual mission. Charges are payable by U.S. dollar check or draft drawn to "U.S. Federal Aviation Administration," and should be forwarded in accordance with billing instructions.

ARTICLE III - LIABILITY

The DGCA, on behalf of the Government of the Dominican Republic, agrees to defend any suit brought against the United States, the FAA or any instrumentality or officer of the United States, arising out of work under this Agreement. The DGCA, on behalf of the Government of the Dominican Republic, further agrees to hold the United States harmless against any claim by the Government of the Dominican Republic or any agency thereof, or third persons for the personal injury, death, or property damage arising out of work under this Agreement.

ARTICLE IV - AMENDMENTS

Any changes in the services to be furnished under this Agreement shall be formalized by an appropriate written amendment to the Agreement which shall outline in detail the exact nature of the change.

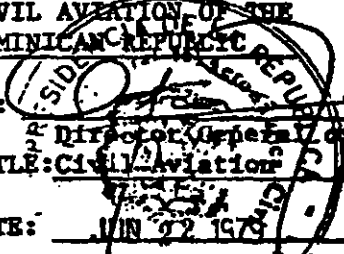
ARTICLE V - EFFECTIVE DATE

This Agreement supersedes Agreement Number NAT-I-602 on this subject and is effective October 1, 1978. It will remain in effect from year to year unless terminated as provided under Article VI of this Agreement. Number NAT-I-728 has been assigned to this Agreement for identification purposes.

ARTICLE VI - REVOCATION

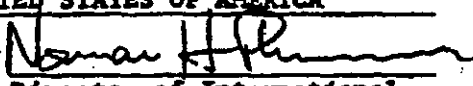
This Agreement may be revoked at any time by either party by giving thirty (30) days notice in writing. The Federal Aviation Administration and the Directorate General of Civil Aviation of the Dominican Republic, agree to the provisions of this Agreement as indicated by the signatures of their duly authorized officers.

DIRECTORATE GENERAL OF
CIVIL AVIATION OF THE
DOMINICAN REPUBLIC

BY: 
Director General of
TITLE: Civil Aviation

DATE: JUN 22 1979

FEDERAL AVIATION ADMINISTRATION
DEPARTMENT OF TRANSPORTATION
UNITED STATES OF AMERICA

BY: 
Director of International
TITLE: Aviation Affairs (Actg.)

DATE: AUG 16 1978